

Vargas, Zenda E

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DOI 8/23/13

PARENTS-GUARDIAN RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me/us of the sum of **Four Hundred and 00/100 Dollars (\$400.00)**, the receipt of which is hereby acknowledged, I/we, the undersigned, father and mother and/or guardian of **Victoria Olivia Vargas**, a minor, do forever release, acquit, discharge and covenant to hold harmless the **New Mexico Department of Public Safety and the Risk Management Division**, heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage which we may now or hereafter have as the parents and/or guardian of said minor, and also all claims or rights of action for damages which the said minor has or may hereafter have, either before or after he has reached his/her majority, resulting or to result from a certain accident which occurred on or about the 23rd day of August, 2013, at or near East Frontage Rd. and Hwy 599, Santa Fe, New Mexico.

I/we further promise to bind myself/ourselves jointly and severally, my/our heirs, administrators and executors to repay to the said the **Risk Management Division**, heirs, successors and assigns any sum of money except the sum above mentioned that he/she/they may hereafter be compelled to pay on behalf of said minor because of the said accident.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the **Risk Management Division** by whom liability is expressly denied.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

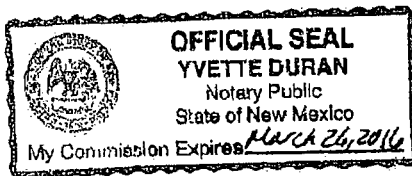
CAUTION: READ BEFORE SIGNING

Zenda E. Vargas
Eulocio Vargas

On this 31st day of December, 2013, before me appeared Eulocio Vargas to me personally known, and who acknowledged the execution of the foregoing instrument as free act and deed, for the consideration set forth herein.

My Commission Expires March 26, 2016

Yvette Duran
Notary Public



RELEASE OF ALL CLAIMS

That ZENDA VARGAS for and in consideration of the sum of ONE THOUSAND TWO HUNDRED and 00/100 Dollars (\$1,200.00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge the NEW MEXICO DEPARTMENT OF PUBLIC SAFETY and the RISK MANAGEMENT DIVISION, their successors and assigns, and/or his, her, their heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly or severally liable to the Undersigned, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Undersigned or by any and all other persons, associations and corporations, whether herein named or referred to or not, and especially from all liability arising out of an occurrence that happened on or about the 23RD day of AUGUST, 2013 at or near EAST FRONTAGE RD. & HWY 599, SANTA FE, NEW MEXICO.

Further, in consideration of the above payment the UNDERSIGNED ALSO EXPRESSLY DECLARES AND AGREES;

- 1) That all claims, past, present or future, are disputed and this full and final settlement thereof shall never be treated as evidence of liability, nor as an admission of liability or responsibility at any time or in any manner whatsoever;
- 2) That this release covers and includes all claims several or otherwise, past, present or future, which can or may ever be asserted by any person or persons, as heirs, or otherwise, as the result of injuries or death and/or damages as aforesaid or the effects or consequences thereof;
- 3) That this full and final release shall cover and include all and any future injuries, death and/or damages not now known to any of the parties hereto but which may later develop or be discovered, including the effects or consequences thereof and including all causes of action therefore;
- 4) That the Undersigned will indemnify and hold harmless the said parties released hereby, against loss, including counsel fees, from any and every claim or demand of every kind and character, including claims for contribution, which may be asserted by the Undersigned by reason of said occurrence, injuries and/or damages or the effects of consequences thereof.
- 5) That those who are hereby released shall not be estopped or otherwise barred from asserting and expressly reserve the right to assert, any claim or cause of action they may have against the Undersigned or any others.

In witness whereof, the hand and seal of the Undersigned is set hereunto this day of 2013.

READ CAREFULLY BEFORE SIGNING

Witness: _____

Address: _____

Signature: Zenda E. Vargas
Address: 19 Vargas Ct. SF, NM 87508

Witness: _____

Signature: _____

Address: _____

Address: _____

STATE OF: _____

COUNTY OF: _____

On this 31st day of December, 2013 before me personally appeared to me personally known, and known to be the persons individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.
My term expires March 26, 2016

Yvette Duran
NOTARY PUBLIC



OFFICIAL SEAL
YVETTE DURAN
Notary Public
State of New Mexico

My Commission Expires March 26, 2016